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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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certified that the document is admitted to registration. The signature sheet / sheets & the endorsement sheet / sheets attached to this document are the part of this document.

Additional District Sub-Registrar
 Sodepur, North 24-Parganas

04 JAN 2017

DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made on this 4th day of January' 2017 BETWEEN (1) SRI SAMIR GANGULY (PAN- BNHPG0355D), son of Late Gopal Chandra Ganguly, by Faith- Hindu, by Occupation- Business and (2) SRI SUNIL GANGULY ALIAS SUNIL GANGOPADHYAY (PAN- ANQPG7113D), son of Late Gopal Chandra Ganguly, by Faith- Hindu, by Occupation- Business, both by Nationality- Indian, both are residing at Ushumpur Pally, P.O. Agarpara,

Contd. to P/2.

Samir Ganguly

P.S. Gholā, Dist. North 24 Parganas, Kolkata- 700109, hereinafter jointly called and referred to as the "LAND OWNERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the ONE PART.

AND

M/S. BASU CONSTRUCTION having its office at 174, Rabindra Nagar, Bonhooghly Govt. Colony, P. O. Alambazar, P. S. Baranagar, Dist. North 24 Parganas, Kolkata - 700108, represented by its Proprietor **SMT. CHHABI BASU**, wife of Subhamoy Basu, by Faith- Hindu, by Occupation- Business (**PAN-AIXPB6756F**, residing at 174, Bonhooghly Govt. Colony, P. O. Alambazar, P. S. Baranagar, Dist. North 24 Parganas, Kolkata- 700108, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-Office and/or assigns) of the OTHER PART.

WHEREAS the Land Owners herein, Sri Samir Ganguly and Sri Sunil Ganguly, both sons of Late Gopal Chandra Ganguly and their mother Sima Ganguly (wife of Late Gopal Chandra Ganguly) and their youngest brother Salil Ganguly (son of Late Gopal Chandra Ganguly) became the absolute owner of a plot of land measuring more or less 3 (three) cottahs 2 (two) chittacks 3 (three) sqft. appertaining to Dist. North 24 Parganas, P.S. Gholā, A.D.S.R.O. Barrackpore now Sodepur, Mouza- Osmanpur, J.L. 13, C.S./R.S. Dag No. 639 (P), being E.P. No. 3, S.P. No. 18, by virtue of a registered deed of gift executed by the Governor of the State of West Bengal as "Donor" to the aforesaid Sri Samir Ganguly, Sri Sunil Ganguly, Sima Ganguly and Salil Ganguly as "Donee". And the aforesaid Deed of Gift was executed on 24.07.2001 and registered in the office of the A.D.S.R. Barasat, North 24 Parganas and also recorded in Book No. I, Volume No. II, Pages from 201 to 204, being No. 126 for the year 2001.



AND WHEREAS said Sri Samir Ganguly, Sri Sunil Ganguly, Sima Ganguly and Salil Ganguly mutated their names in the Panihati Municipality and having absolute right, title and interest in respect of the aforesaid plot of land and structure thereon, sold, transferred and conveyed more or less 1 (one) cottah 8 (eight) chittacks of land and structure thereon by virtue of a registered deed of sale to Sri Anil Sarkar and Smt. Rama Sarkar. The aforesaid deed of sale was executed on 24.11.2011 and registered in the office of the A.D.S.R. Barrackpore,

North 24 Parganas and recorded therein Book No. 1, CD Volume No. 38, Pages from 2364 to 2382, being No. 10682 for the year 2011.

AND WHEREAS unfortunately said Salil Ganguly died intestate bachelor on 17.12.2013 and Sima Ganguly died intestate on 25.09.2014 leaving behind the Samir Ganguly and Sunil Ganguly, the Land Owners herein, as only surviving legal heirs for the remaining plot of land measuring more or less 1 (one) cottah 10 (ten) chittacks 3 (three) sqft. which morefully described in the **FIRST SCHEDULE -A** below.

AND WHEREAS the Land Owners Sri Samir Ganguly and Sri Sunil Ganguly are in joint possession in the aforesaid plot of land and structure thereon and have been paying municipal taxes regularly for the aforesaid plot of land having Municipal Holding 265 of R.K.P. Deb Road, Ward No. 26, under Panihati Municipality.

AND WHEREAS Prabir Ganguly alias Prabir Kumar Ganguly and Subir Ganguly, both sons of Late Gopal Chandra Ganguly became the absolute owners of a plot of land measuring more or less 2 (two) cottahs 7 (seven) chittacks 8 (eight) sqft. appertaining to Dist. North 24 Parganas, P.S. Ghola, A.D.S.R.O. Barrackpore now Sodepur, Mouza- Osmanpur, J.L. 13, C.S./R.S. Dag No. 639 (P), being E.P. No. 3A, S.P. No. 18/1, by virtue of a registered deed of gift executed by the Governor of the State of West Bengal as "Donor" in their favour as "Donees". And the aforesaid Deed of Gift was executed on 24.07.2001 and registered in the office of the A.D.R. Barasat, North 24 Parganas and also recorded in Book No. I, Volume No. II, Pages from 185 to 188, being No. 122 for the year 2001.

AND WHEREAS Prabir Ganguly alias Prabir Kumar Ganguly and Subir Ganguly jointly mutated their names in the local Panihati Municipality having Municipal Holding No. 264 of R.K.P.Dev Road, Ward No. 26.

AND WHEREAS unfortunately said Prabir Ganguly alias Prabir Kumar Ganguly died intestate on 05.01.2006 leaving behind his wife **Smt. Ila Ganguly** as his only surviving legal heir.

AND WHEREAS unfortunately said Subir Ganguly also died intestate bachelor on 17.03.2015 leaving behind his two brothers namely Sri Samir Ganguly and Sri Sunil Ganguly @ Sunil Gangopadhyay (both sons of Late Gopal Chandra Ganguly) as his only surviving legal heirs.

Contd. to P/4.



AND WHEREAS subsequently said Ila Ganguly, wife Late Prabir Ganguly @ Prabir Kumar Ganguly, transferred her undivided 1/2 (half) share of the land measuring more or less 1 (one) cottah 3 (three) chittacks 26.5 (twenty six point five) land and more or less 150 sqft. Tite shed structure to said Sri Samir Ganguly and Sri Sunil Ganguly alias Sunil Gangopadhyay, by virtue of a registered Deed of Gift on 18.11.2016 and the said Deed of Gift was registered at A.D.S.R.O. Sodepur, North 24 parganas and recorded therein in Book No. 1, CD Volume No. 1524-2016, Pages from 177245 to 177262, being No. 6044 for the year 2016, and after obtaining the undivided half share of the aforesaid property by virtue of the aforesaid Deed of Gift said Samir Ganguly and Sri Sunil Ganguly have jointly become the absolute owner of the entire land measuring more or less 2 (two) cottahs 7 (seven) chittacks 8 (eight) sqft. and tite shed structure thereon which is morefully described in the **FIRST SCHEDULE- B** below.

AND WHEREAS the aforesaid property mentioned in the First Schedule- A & B are contiguous to each other and lying and situated at R.K.P.Dev Road being Holding No. 265 and 264, under Ward No. 26 of the Panihati Municipality, and the two plots of land measuring more or less 4 (four) cottahs 1 (one) chittacks 11 (eleven) sqft.

AND WHEREAS the Land Owners herein have become absolutely seized and possessed of and/or otherwise entitled to the aforesaid two plots of Bastu land measurement **more or less 4 (four) Cottahs 1 (one) Chittack 11 (eleven) Sqft. TOGETHERWITH more or less 300 sqft. title shed structure** standing thereon TOGETHERWITH all easement rights appertaining thereto, lying and situated at Dist. North 24 Parganas, P.S. Gholra, A.D.S.R.O. Barrackpore now Sodepur, Mouza- Osmanpur, J.L. 13, C.S./R.S. Dag No. 639 (P), being E.P. No. 3, 3A, S.P. No. 18, 18/1, within the jurisdiction of Panihati Municipality, being Municipal Holding No. 265 & 264 of R.K.P.Dev Road, under Ward No.26, under P.S. Gholra, District North 24 Parganas, free from all sorts of encumbrances, lien, charges, claim, demand whatsoever.

AND WHEREAS with a view to develop or cause to be developed by constructing a multi-storied building over the said plots of land, morefully and particularly described in the **FIRST SCHEDULE - A & B** hereinbelow (hereinafter called and referred to as the "SAID PROPERTY") the Developer herein approached the owners and expressed its intention to develop the under mentioned schedule of property according to the building plan to be approved and sanctioned by the Panihati Municipality.

- 3 -

AND WHEREAS the Land Owners herein hereby agree to authorise the Developer to construct the multi-storied building over the under mentioned schedule of property, morefully and particularly described in the **FIRST SCHEDULE- A & B** hereinbelow according to the building plan to be approved and sanctioned by the Panihati Municipality and as per specification with floor, plans, elevation, sections, made in compliance with the Statutory requirements in the said plot of land at the cost and responsibility of the Developer on the terms and conditions stipulated hereunder :-

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES AS FOLLOWS :**

ARTICLE- I. DEFINITION

1. OWNERS : Means ((1) **SRI SAMIR GANGULY**, son of Late Gopal Chandra Ganguly and (2) **SRI SUNIL GANGULY ALIAS SUNIL GANGOPADHYAY**, son of Late Gopal Chandra Ganguly, both by Faith- Hindu, both by Occupation- Business, both by Nationality- Indian, both are residing at Ushumpur Pally, P.O. Agarpara, P.S. Ghola, Dist. North 24 Parganas, Kolkata- 700109.

2. DEVELOPER : **M/S. BASU CONSTRUCTION** having its office at 174, Rabindra Nagar, Bonhooghly Govt. Colony, P. O. Alambazar, P. S. Baranagar, Dist. North 24 Parganas, Kolkata - 700108, represented by its Proprietor **SMT. CHHABI BASU**, wife of Subhamoy Basu, by Faith- Hindu, by Occupation- Business, residing at 174, Bonhooghly Govt. Colony, P. O. Alambazar, P. S. Baranagar, Kolkata - 700108.

3. LAND : The land described in the First Schedule - A & B hereunder written.

4. BUILDING : Means multi- storied building to be constructed on the First Schedule- A & B property in accordance with the plan to be sanctioned by the Panihati Municipality in the name of the owners and the cost of construction, responsibilities, charges and all expenses shall be borne by the developer, hereinafter referred to as the "said building".

5. ARCHITECT : Shall mean person or firm to be appointed or nominated by the Developer for construction of the proposed building.

6. BUILDING PLAN : Plan sanctioned by the Panihati Municipality in accordance with the building rules in respect of the schedule property.

7. TRANSFER : Arising as grammatical variant or shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer or space/flat in multi-storied building to the intending purchaser and/or purchaser thereof save and except the owners allocation hereinafter referred to.

8. TIME : Shall mean the construction shall be completed within 24 (Twenty four) months from the date of Sanction of Building Plan. If the time requires to be increased, in that event both the parties i.e. the Developer and the owners will settle the matter amicably if the circumstances so warrant.

9. COMMENCEMENT: This agreement shall be deemed to have commence with effect from the date of execution of this agreement.

10. COVERED AREA: Shall mean the plinth area of the building measuring at the floor level of the basement or any story and as shall be computed by inclusion of the thickness of the internal and external walls, save that if any wall be common between separate two portions/flats/rooms, then only half depth of the wall thickness to be included for computing the area of each separate portion/flat/room.

11. COMMON AREA: Shall mean the area of the lobbies, staircase, landing, lift and other portions of the building intended or required for ingress in and egress from any portion/flat or for providing free access to such portions/flat for the use of the co-owners of the flats/rooms i.e. common Durwan Room, Water Pump room in the Ground Floor and open terrace of the Top floor etc. as per sanctioned building plan or plans and/or as may be decided by the Developer in consultation with the owners.

12. COMMON PORTIONS: Shall mean the common installation in the building for common use and utility i.e. plumbing, electrical, drainage, septic tank and other installations, fittings, fixtures and machinery which are not exclusive for any portion/flat and which are specified as common by the Developer. The top floor roof of the proposed building will be used by the owners as well as other unit holders as common.



13. COMMON FACILITIES AND AMENITIES : Shall include corridors, staircase, water pump, pump house, over head tank, septic tank and such other facilities which may be mutually agreed upon by and between the parties and required for the location free enjoyment, maintenance, up keep and/or proper management of the building including the top floor roof and terrace of the building.

14. PROPORTIONATE: shall mean where it refers to the share of any Purchaser or purchasers who shall be agreed to purchase or own any flat or portion in the New Building including the land or common area or parts then such proportionate shares shall be the same as to the covered area of the flats in the new building the owners' area and where it refers to share of any rates/taxes, common expenses then such share of the whole shall be determined on the basis of which such rates/taxes as are being respectively levied.

15. PROJECT : Shall mean the development of land by Construction of the proposed four storied (G+3) building for selling of the flats/portions of the Building another jobs as envisaged hereunder save and except the owner's allocation.

16. SINGULAR: Shall include the plural and vise versa.

17. MASCULINES: Shall include the famine and vise versa.

18. TRANSFEREES: Shall mean the person or body of individual, firm, limited company, association or persons to whom any space/flat in the building is proposed to be transferred on Owner ship basis for Residential purpose whatsoever.

It is intended and agreed by and between the parties hereto that this Agreement shall be a complete record of the Agreement between the parties regarding the subject matter hereof and in complete viable of the negotiation before the execution of these present.

19. HOLDING ORGANISATION : Shall mean Association, Limited Company or Co-operative or Registered Society that may be nominated or formed by the land owners/developer for the common purpose.

20. GENERAL LIMITED COMMON ELEMENTS : Shall mean those limited common elements which are for the use of or benefit of all the units as

morefully and particularly described in the **FOURTH SCHEDULE** mentioned below.

21. ROOF : Shall mean and includes the roof of the said building on the **top of the terrace and will be used by the owners as well as others unit holding/flat owners as common.**

22. SUPER BUILT

UP AREA : Shall mean covered area + Proportionate share of stair & corridor + 10% of covered area= Total super built up area.

ARTICLE-II COMMENCEMENT AND FIELD OF THIS AGREEMENT

(A) This Agreement shall come into effect automatically and immediately on execution of these presents by and between the Parties hereto subject of making payments of money as per conditions mentioned in **ARTICLE-VI** of the agreement.

(B) Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of Registered of Deed or Deeds of conveyance or Transfer by the Land Owners in favour of the Developer or its nominee/nominees in terms of the Agreement in respect of flat portion and shop etc. in the proposed building togetherwith undivided right, title and interest in the land of the said premises.

ARTICLE-III LAND OWNERS' RIGHT AND OBLIGATIONS AND REPRESENTATIONS

(a) The Land Owners are absolutely seized and possessed of and/or well and sufficiently entitled to the said property.

(b) None other than the Land Owners have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.

(c) That the said property is free from all encumbrances, charges, liens, lispensens, attachments, acquisition, requisition whatsoever or howsoever.

(d) That the Developer i.e. the Other part hereto being satisfied with the right, title and interest and possession of the Party of the One Part as

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mentioned in the First Schedule- A & B hereunder, has agreed to do the proposed development of the said holding in terms and conditions as contained herein above.

(e) That the said property is not subject to any suit or legal proceeding in any court of law.

(f) That Land Owners shall give satisfactory answers to all requisition of title that may be send by the Developer within one month from date of receipt of such requisition on title and shall produce all papers and documents as and when may be asked.

(g) The Land Owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, lispensens, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.

ARTICLE-IV DEVELOPER'S RIGHT, OBLIGATION AND RESPONSIBILITIES

The scope of work envisaged to be done by the Developer hereunder shall include:

(1) Construction of the new Building with all ancillary services complete in all respect as per the plans , the details and specifications thereof. The building shall be constructed for residential and commercial use. The Developers' responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing , electrical, sanitary fittings and installations.

(2) All outgoings including other rates, taxes duties and other impositions by the Panihati Municipality or other competent authority in respect of the said property upto the date of this agreement shall be paid by the Land Owners and thereafter all such taxes whatsoever shall be paid by the developers untill delivery of physical possession of the Land Owners allocated flats.

(3) All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.

(4) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats of the proposed building which completely includes as Developer's areas/ portions in the proposed building at the said premises and/or of all or any portion/portions thereof save and except the owner's allocation, which will include common area and facilities togetherwith the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owners or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfillment of all obligation of the Developer towards the Land Owners. The Developer will complete the construction of the building with the standard materials as would be available in the market, good, proper and substantial morefully and particularly described in the **FIFTH SCHEDULE** hereunder written and in compliance with the said drawings and specifications as are contained in the said plan sanctioned by the Panihati Municipality.

(5) The Developer will be entitled to revise and/or modify the Plan or alter the Plan after obtaining permission of the Land Owners and to submit the same to the concerned authority in the name of the owners at its own cost and responsibilities and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owners from the concerning authority/s.

(6) The Developer hereby undertakes to indemnify and keep indemnified to the Land owners from and against any and all actions, charges, claims of any third party arising out of due to the negligence of noncompliance of any law, bye-law, rules and regulations of the Panihati Municipality and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.

(7) The Developer will complete the construction within 24 months from the date of sanction of building plan. However, in any case if the Developer fails to complete the said construction work within a period of 24 months



from the date of sanction building plan except barring unforeseen circumstances or any force majeure. The Developer shall not liable for any delay in performing its obligations resulting from force majeure. In that case the Developer and the Land Owners mutually agree to extend time limit of the instant agreement, same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owners.

(8) The Developer shall abide by all the safety norms during the construction of the proposed building and there to all statutory and legal norms and keep the owners indemnified.

(9) The Developer shall obtain all necessary "No-Objection" certificate and procure "Completion Certificate" from all statutory authorities such as Municipality and others.

(10) The Developer shall not hand over the possession of any flat/flats of the constructed building unless and untill the Developer hand over the owners allocation in terms of this agreement.

ARTICLE-V

SPACE ALLOCATION

OWNERS ALLOCATION : All that entire **SECOND FLOOR** of the (G+3) building comprising 3 (three) complete flats, to be constructed on entire **FIRST SCHEDULE- A & B** property will be treated as Owners Allocation.

DEVELOPER ALLOCATION : Save and except the Land Owners allocation, as stated above, all that Ground Floor, First Floor and Third Floor of the G+3 building to be constructed on entire **FIRST SCHEDULE- A & B** property will be treated as Developer Allocation.



The owners shall have absolute right to sale, transfer, let out or enter into any contract for sale or transfer of the owner's allocation and the Developer shall not have any right, claim or interest whatsoever therein or any part thereof and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the owners allocation, subject to however to what is provided in this agreement. Similarly the Developer shall have absolute right to sale, transfer, let out or enter into any agreement in respect of the said Developer's Allocation and the Land

Owners shall not have any right, claim or interest whatsoever therein or any part thereof and the Land Owners shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the Developer's Allocation, subject to however to what is provided in this agreement.

It is specifically mentioned that before delivering the Owner's allocation, the developer will not be entitled to execute any sale deed or to deliver any physical possession of the Developer's allocation to any purchaser or purchasers.

ARTICLE - VI OWNERS' CONSIDERATION

It is agreed by and between the Developer and the Land Owners that, Total Rs. 8,00,000/- (Rupees eight lakh) only will be paid by the Developer to the Land Owners in a following manner:- (i) At the time of execution of this agreement Rs. 1,00,000/- (Rupees one lakh) only, (ii) Rs. 2,00,000/- (Rupees two lakh) only will be paid by the Developer to the Land Owners within 15 days from the execution of this agreement and (iii) At the time of delivery of physical possession of the Owners Allocated flats remaining Rs. 5,00,000/- (Rupees five lakh) only.

OTHER FACILITIES :-

Be it stated here that the Land Owners will have to pay the cost of individual meter and the proportionate cost of transformer if any, in respect of their aforesaid allocated flats. Be it stated here in this context that the aforesaid Land Owners will have to handover the existing building to the Developer herein within 7 (seven) days from the date of receiving the notice issued by the Developer.

Be it also stated here that for any extra work the Land Owners' will pay to the Developer for the cost of construction work.

ARTICLE-VII PROCEDURE

1. The Land owners shall execute a registered Development Power of Attorney after execution of Developer's Agreement for the purpose of obtaining sanction of the Plan, all necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing

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and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money for the Developer's allocated area only save and except the owners allocation. During continuation of this agreement the owners shall not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillment of the Developer's obligation as per the instant agreement.

2. The Land owners shall help to obtain mutation of the property in favour of the prospective flat owners whatsoever after the completion of the construction and after transfer or sale of all the flats to the said prospective owners hereof.

3. The Land owners shall handover physical possession of the land with the existing structure to the developer and/or its representatives within 7 days from the date of receiving the notice for demolishing the existing building and to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

4. The Developer shall provide copies of sanction plan to the owners free of cost.

5. The owners shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the owners allocated flats as may be determined by the proposed association or society to be formed after taking physical possession of their respective flats from the developer. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation or apportionment of the flats in question among all consumers or purchasers.



ARTICLE-VIII

CONSTRUCTION

The Land owners or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or

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holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

ARTICLE-IX

POSSESSION

Immediately on execution of these presents the Land Owners shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the owners or any person or persons claiming under them. The delivery of possession must be in writing and should be signed both the Land Owners and the Developer. Subject to prior payment of money to the claimants as mentioned hereinbefore.

ARTICLE-X

BUILDING

(a) The Developer will at its own cost and responsibilities and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within 24 (twenty four) months from the date of sanctioning of plan by the Municipal authority.

(b) The Developer will install and erect in the said Building at its own costs, pumps, water storage over head reservoirs, electrifications, permanent electric connection from the WBSedcl and until permanent electric connections is obtained.

(c) The Developer shall at its own costs and expenses and without creating any financial or other liability on the owners, construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developers during the period of construction subject to the sanction of the appropriate authorities.

(d) All costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said



premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land Owners shall have no liability whatsoever in this context.

ARTICLE-XI

RATES AND TAXES

(i) The Developer hereby undertakes and agrees to pay the municipal tax, water and all other taxes as being paid by the Land owners under this agreement till the Development of the property from the date of taking over the possession.

(ii) On completion of the Building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.

ARTICLE-XII

SERVICE AND CHARGES

(a) The Service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other equipments for common use maintenance and general management of the building.

(b) The Developer in consultation with the Land owners and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management, administration /maintenance and other schemes and as well Association of Land Owners of the respective flats as and when formed.

ARTICLE-XIII

COMMON RESTRICTIONS

(a) The transferees and occupiers shall, in any event, not use the allotted area as godown and shall not store inflammable or combustible articles/ materials, such as bide skin, kerosene, diesel oil foreign liquor country spirit etc. which may cause fire hazard to the said building.

(b) None of the transferees and occupiers shall demolish or permit demolition of any of the structure in their allocated portion or any part thereof.

(c) Subject to the Developer fulfilling its obligation and commitments as specified herein the time the owners shall not do any act or things whatsoever

Contd. to P/16.



by which the Developer shall be prevented from construction and/or completion of the said building.

ARTICLE-XIV **LEGAL COMPLIANCE**

(i) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.

(ii) The owners shall be bound to sign and execute such agreement, deeds, documents, papers, writings and forms as may be required by the Developer to be executed in favour of all intending and/or actual transferees in respect of Developer's allocation and claim of the said building in full as aforesaid togetherwith proportionate undivided share or right in the land and to register the same whenever necessary.

ARTICLE-XV **OWNERS' INDEMNITY**

The Land Owners hereby undertake to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land Owners.

ARTICLE-XVI **TITLE DEEDS**

The Land Owners shall, at the time of execution of this agreement, deliver to the Developer all original documents and the title deed/deeds and other allied papers related to the said land against proper accountable receipt.

ARTICLE-XVII **MISCELLANEOUS**

(a) The Land Owners and the Developers herein entered into this agreement purely on contractual basis and nothing contained here in shall be deemed to construe as partnership between the developer and the owner but as joint venture between the parties hereto.

(b) Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land

owners if delivery by hand and duly acknowledge and/or sent by prepaid Registered Post with acknowledgment due and shall likewise any notice required to be given by the Land owners shall be deemed without prejudice to the owner mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.

(c) There is no existing agreement regarding the development and/or the sale of the said premises and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners hereto doth hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises except the Developer herein.

(d) Each terms of this agreement shall be the consideration for the other terms.

(e) If at any time the Developer shall commit breach of any of the terms and conditions herein contained and on the part of the Developer to be observed and performed then and in that event the Land Owners shall give to the Developer a notice in writing and if the Developer fails and neglect to rectify and/or perform the same within a period of 30 (thirty) days the receipt of such notice, then the Land Owners shall be entitled to determine this Agreement and the Developer shall be liable to vacant and make over the said property or any portion thereof excepting that the Developer shall be entitled to reimburse meant of the costs, charges and expenses actually incurred or spent lawfully up to the date of breach for the purpose of construction and erection of the said building or buildings after adjustment of any redresses or other moneys received by the Developer from prospective purchasers or any other person for or on account of any matters or thing concerning the said property or the building or buildings to be constructed thereon.

(f) That the name of the newly constructed building on the **FIRST SCHEDULE- A & B** property, will be settled later on by the both parties amicably.



ARTICLE-XVIII

FORCE MAJEURE

1. Force Majeure is herein defined as :
 - (a) Any cause which is beyond the control of the Developer.

- (b) Natural phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.
- (c) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machineries or equipments and power shortage.
- (d) Transportation delay due to force majeure or accidents.

ARTICLE-XIX JURISDICTION

Courts of North 24 Parganas alone shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto including specific performance of contract.

ARTICLE-XX ARBITRATION

All disputes and differences arising in between the parties to this agreement shall on the First place be referred to unofficial arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly if necessary in accordance with the Indian Arbitration Act, 1996 to process, the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

ARTICLE-XXI GENERAL CONDITIONS

- (a) All appendices in this agreement are integral parts of this agreement.
- (b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties in presence of two witnesses and counter signed by the proper Advocate.

The approximate value of the First Schedule property is Rs. 20,00,000/- (twenty lakh) only.

FIRST SCHEDULE ABOVE REFERRED TO :

(Description of the property)

(A) ALL THAT piece and parcel of a plot of BASTU Land measuring more or less 1 (one) cottah 10 (ten) chittacks 3 (three) sqft. TOGETHERWITH all easement rights appertaining thereto, lying and situated at Dist. North 24 Parganas, P.S. Gholia, A.D.S.R.O. Sodepur, **MOUZA- OSMANPUR, J.L. No.13,**

Contd. to P/19.

1797. 5000/-
NO. Value
Date 08.12.2016.
Sold to Sameer Ganguly & Another.
Address W. Humphreys Rd., Abarbar, Kolkata-109.
Vender P. S. Ghata, 24 (NS) Kal-109.

Sealdah Civil Court
(ALOKE MUKHERJEE)



Identifier

Sona Roy
S/O Lt. Parimal Chandra Roy
by occupation - Service,
of Subhas Nagar (Jugnipara)
Sodepur, Kolkata-700110.

Additional District Sub-Registrar
Sodepur, North 24 Parganas

04 JAN 2017